

- (b) Any assignment, sale or transfer of Producer's interest in the hog farming operation must include notice to the assignee that any proposed assignment or transfer of this Agreement is subject to receipt of Morrell's prior written approval as set forth in paragraph 14(a) of this Agreement. Any assignment or transfer agreed to by Morrell shall be subject to the terms and conditions of this Agreement, a copy of which shall be provided to the assignee. The obligations of this provision shall also apply with equal force to the transfer of Producer's interest to their successors and assigns.
- (c) Subject to Morrell's prior written approval of any such assignment or transfer, any successor to the interest of Producer and the hog farming operation from which the hogs contracted for under this Agreement are supplied shall be fully responsible to continue to fulfill Producer's obligations and commitments hereunder.

SECTION 15: EXTENSIONS OF THE TERM OF THE AGREEMENT

- (a) Morrell shall have the right to extend the term of this Agreement or any subsequent term of this Agreement by providing written notice to Producer no later than one hundred eighty (180) days before the expiration of the initial or any extended term of this Agreement. Any extension of the term of this Agreement shall be for a one year period. Morrell shall have the right to six (6) one year extensions of this Agreement.
- (b) During any extensions of the term of this Agreement, all the terms and provisions of this Agreement shall apply.

SECTION 16. CONFIDENTIALITY. The parties acknowledge and agree that in connection with, or as a result of, this Agreement, each party may be furnishing the other party with certain information which is either non-public, confidential or proprietary in nature. Each party's non-public, confidential or proprietary information will be kept confidential by the other party and shall not, without prior written consent, be disclosed by the other party to any other person or entity or be used by the other party for any purpose other than in connection with this Agreement. For purposes of this Section 16, the term "non-public, confidential or proprietary information" shall not include information which (A) is or becomes generally available to the public other than as a